

# **EXHIBIT A**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated as of October 21, 2003 (the "*Effective Date*" or the "*Closing Date*"), is between Compliant Corporation, a Delaware corporation ("*Seller*"), CPR Limited Partnership, an Ohio limited partnership ("*CPR L.P.*"), and Cardiac Science, Inc., a Delaware corporation ("*Buyer*").

### WITNESSETH:

WHEREAS, Seller presently conducts the business (the "*Business*") of marketing, selling and distributing automated external defibrillators ("*AEDs*"), AED training devices, cardiopulmonary resuscitation ("*CPR*") prompting aids and training devices, first-aid kits, accessories for the foregoing items, and training services with respect to the foregoing, (collectively, the "*Products and Services*");

WHEREAS, Seller owns more than 99% of the outstanding capital stock of SOS International, Inc., a Delaware corporation ("*SOS*"), and SOS presently conducts the business of leasing and servicing emergency oxygen tanks and providing related training and services (the "*Oxygen Business*");

WHEREAS, Seller is the sole general partner of CPR L.P., owning a 99% general partnership interest therein, and Seller uses the assets and rights owned by CPR L.P. in a certain specific line of the Business;

WHEREAS, Seller desires to sell to Buyer, and to cause CPR L.P. to sell to Buyer, and Buyer desires to purchase and acquire from Seller and CPR L.P., respectively, upon the terms and subject to the conditions hereinafter set forth, (i) substantially all of the assets, properties, rights and interests of Seller (other than the capital stock of SOS which Seller holds and any assets, properties, rights and interests which Seller may have relating to the Oxygen Business), and (ii) all of the assets, properties, rights and interests of CPR L.P., in consideration of certain payments by Buyer and the assumption by Buyer of certain liabilities and obligations of Seller and CPR L.P. specifically disclosed in this Agreement; and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and other good and valuable consideration had and received, Buyer and Seller, on the basis of, and in reliance upon, the representations, warranties, covenants, obligations and agreements set forth in this Agreement, and upon the terms and subject to the conditions contained herein, hereby agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF ASSETS

**1.1 Sale and Transfer of Seller Assets.** Effective as of the Effective Date (as hereinafter defined), Buyer shall purchase and acquire from Seller, and Seller shall sell, transfer, convey, assign and deliver to Buyer, on a going concern basis, all of the assets, properties, rights and interests owned, used, occupied or held by or for the benefit of Seller, wherever situated, as the same shall exist as of the Effective Date, and wherever situated, including, without limitation, the following, but excluding, however, the Retained Assets (as defined below):

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

DONALD C. HUTCHINS

Plaintiff

v.

CARDIAC SCIENCE, INC., et al,

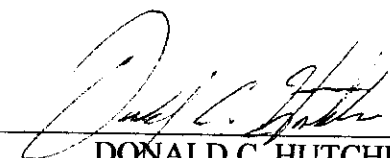
Defendants

**CERTIFICATION UNDER  
LOCAL RULE 15.1 BY  
DONALD C. HUTCHINS**

NOW COMES DONALD C. HUTCHINS who states that:

In accordance with Local Rule 15.1, ADDITION OF NEW PARTIES, that I shall file  
PLAINTIFF'S AMENDED MOTION FOR JOINDER on February 3, 2006.

January 24, 2006

  
DONALD C. HUTCHINS

CERTIFICATE OF SERVICE

I, Donald C. Hutchins, 1047 Longmeadow Street, Longmeadow, Massachusetts 01106, hereby certify that I had served by Richard Moriarty, 43 Greenacre Ave., Longmeadow, Massachusetts 01106, a copy of Plaintiff's Motion For Joinder and the foregoing Certificate under Local Rule 15.1 on the appropriate party by UPS Overnight to:

CPR Limited Partnership c/o Colleen Moran O'Neil, Esq., Calfee, Halter & Griswold LLP, 1400 McDonald Investment Center, 800 Superior Avenue, Cleveland, OH 44114-2688.